



SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT



DO NOT USE FOR

* Contractor
vehicle permit

OR

* Single Day
Temporary Parking
Restriction
Request

DIRECTIONS

Step One:

- If this request involves closing a street
Contact Lafayette Police – Special Operations Division / 765-807-1293
- If this request involves renting the Big Four Depot - Community Room,
Riehle Plaza, or John T. Myers Pedestrian Bridge
Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: 09-July-2022 Time: From: 07:00 (am/pm) to: 12:00 am/pm

Name: Wabash Riverfest 5K Organization: Wabash River Enhancement Corp

Street Address: 200 N 2nd St

City: Lafayette State: IN Zip Code: 47901

Contact person(s): Amy Krzon-Presson Phone Number(s): 20807-1315

Email: akrzonpresson@wabashriver.net

Event Description: 5K on Heritage Trail, map attached

Caterer: na Caterer's Phone Number: na

This event will utilize the following venues (check all that apply):

- ☐ Big 4 Depot - Community Room ☐ Riehle Plaza ☒ John T. Myers Bridge
☐ City Right-of-way ☐ City Street ☒ Sidewalk ☒ Other Wabash Heritage Trail

This event will include the following elements (check all that apply):

Estimated Attendance: 80 ☐ Private Trash Hauler (must be removed by 8am following day)

☐ Street/Sidewalk/Right-of-way restriction or closure ☒ Food or Beverages

☐ Restroom Facilities (required for events 4+ hours) ☐ Tents/Canopies

☐ Alcohol (security is required) ☐ Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:

☐ Amusement & Entertainment Permit # _____ <http://www.in.gov/dhs/2795.htm>

☐ Stage ☐ Fireworks ☐ Outdoor cooker/grill ☐ Other _____

Optional Equipment & Services:

- ☐ Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$25
- ☐ City Equipment: Trash totes, other \$25

Timetable (Minimum # of days. Advanced planning is encouraged; sequence remains the same)

	0	7 days	14 days	21 days		42 days	
	Pre-planning		Notices	Event Preparation			Event
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event

Application submittal checklist

- ☒ Application
- ☐ Pre-event meeting (if required)
- ☐ Good Neighbor letter to neighboring properties (**send or deliver to neighbors 7 days prior to Board of Works hearing**)
- ☐ Letter of request to Board of Works (omit if only using Big Four Depot community room)
- ☐ Receipt – payment made to City of Lafayette
- Damage Deposit: \$ _____ (required only when renting Depot)
 - Permit Fee: \$ waived (fee waived when renting Depot)
 - Rental Fee: \$ _____
 - Equipment & Services: \$ _____ (optional)

in progress

- ☒ Certificate of Insurance
- ☐ Amusement & Entertainment Permit # _____

Not sure if you need an A&E Permit? Want more information? Go to:
<http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

in progress

- ☐ Traffic Control / Public Safety / Emergency Plan
- ☒ User Agreement
- ☒ Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, its officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

Date: _____

"User"

By: Amy KyA Presson
Signature

Printed: Amy Kretton-Presson

Date: 06/01/2022

Mindy Miller

From: Amy Krzton-Presson
Sent: Wednesday, June 1, 2022 4:04 PM
To: Mindy Miller
Subject: Wabash Riverfest 5K for BoW
Attachments: Riverfest 5K Canal Rd portion.pdf

Hi Mindy,

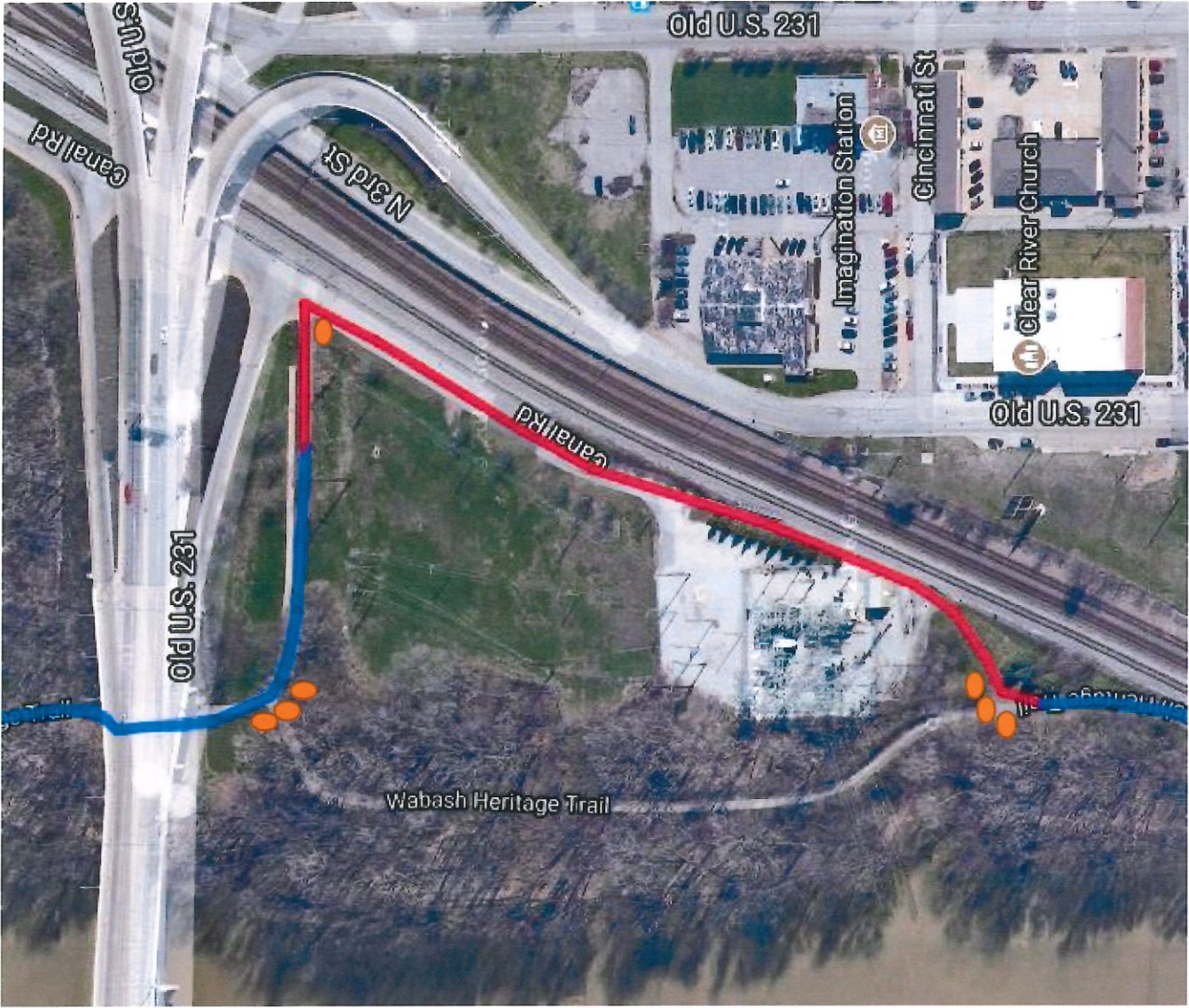
Thanks for walking me through the application process. Below is my letter to the board of works:

The Wabash Riverfest 5k will be an out-and-back race primarily occurring on the Wabash Heritage Trail on the west/Lafayette side of the River. The 5K Run/Walk Race route will start on the pedestrian bridge near Tapawingo Park, runners will cross the bridge and travel down the ramp on to the Heritage Trail. The route follows the east side of the Wabash River heading north along the scenic Wabash River Heritage Trail. Runners will leave the trail at the first intersection with the end of Canal Street, travel down Canal Street for about 800 feet, and return to the Heritage trail just south of the Harrison Street Bridge. This portion of Canal Road is only used by utility vehicles and will not disturb the movements of any local residents or businesses. Gate access to Canal Road just south of the substation will be necessary for this.

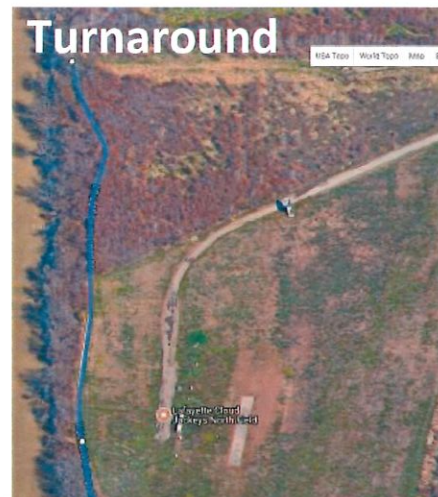
A map of this portion of the 5k is attached for further detail.

Let me know if you see any issues with this or if you'd like me to edit it! Thank you!

Amy Krzton-Presson
Watershed Coordinator
Wabash River Enhancement Corporation
765-807-1315
www.wabashriver.net



Complete Route Out & Back





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cassie VanDerLinde - AM
Henriott Group, Inc.	PHONE (A/C, No, Ext): (765) 429-5000
Renaissance Place	FAX (A/C, No): (765) 423-2599
250 Main Street, Suite 650	E-MAIL ADDRESS: cvanderlinde@henriott.com
Lafayette	INSURER(S) AFFORDING COVERAGE
IN 47901-1287	INSURER A : Cincinnati Insurance
	INSURER B : Cincinnati Indemnity Company
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 2022-23 LIAB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0083972	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0083972	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0083972	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0254029	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* updated insurance coming in July.

CERTIFICATE HOLDER

City of Lafayette
20 N 6th Street
Lafayette
IN 47901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

marci Kuhlman

© 1988-2015 ACORD CORPORATION. All rights reserved.